

Letter of Intent to Enter into a Memorandum of Understanding

WHEREAS, the Memorandum of Understanding ("MOU") between the City and the Callexico Firefighters' Association ("Fire Fighters") for fiscal year 2009-2010 expired on June 30, 2010; and

WHEREAS, the parties held "meet and confer" sessions in an effort to reach an agreement on a new MOU;

NOW THEREFORE, the City Manager and Fire Fighters' Association mutually agree as follows:

- 1.) The parties agree to a new MOU for the period of July 1, 2010 through June 30, 2011; and
- 2.) Employees agree there will be no COLAs or salary adjustments in Fiscal Year 2010-2011; and
- 3.) Employees agree to a work furlough in the amount of 12 days (288 hours), and an amount equivalent shall be deducted from each employee's salary in Fiscal Year 2010-2011; and
- 4.) The furlough hours shall remain in a furlough leave balance account for each employee, which must be used during fiscal years 2010-2011 and 2011-2012 according to subsections (A) through (D) below. Employees will be able to use the furlough days, as days off of work, up until June 30, 2012. Work furlough is subject to the following rules:
 - a. Employees' regular paycheck shall be reduced by an amount equal to the total dollar amount of furlough divided by the number of pay periods remaining in the fiscal year.
 - b. The use of furlough hours must be pre-approved by employee's immediate supervisor. In cases where approvals relating to which employee within a particular classification will work during the furlough period, seniority shall not be the sole determining factor. Consideration shall also be given to employee preferences, equity, and needs of the employee's Department and the City. Employees will not be denied use of furlough leave for arbitrary or capricious reasons. The City will have a legitimate business need to deny an employee's request for furlough leave.
 - c. Furlough hours will be prorated for new hires, terminating employees, and employee who have an established schedule of three-quarter (3/4) time or less.
 - d. Employees scheduled to be off during a furlough period, who are called in to work due to operational necessity, shall have the option of having appropriate number of hours of furlough leave credited to their furlough leave balance account or receiving overtime compensation for the actual hours worked.
- 5.) After signing below, the Fire Fighters will immediately submit this Letter of Intent to its membership for ratification;
- 6.) That the City will submit the Letter of Intent to the City Council for approval at the next regular meeting after the City has been informed that the Fire Fighters' membership has approved the Letter of Intent; and

- 7.) The provisions in this Letter of Intent shall go into effect immediately upon approval by City Council; and
- 8.) Parties will continue to meet and confer to finalize the language of the MOU within a reasonable time period after execution of this Letter of Intent.

Executed on July 20, 2010 in Calexico, California by:

Fire Fighters Association:

Eduardo Rivera

Negotiating Team Member

City of Calexico

Victor Carrillo

Victor Carrillo, City Manager

**IMPLEMENTED LAST , BEST
AND FINAL OFFER
BETWEEN
THE CITY OF
CALEXICO
AND
CALEXICO FIREFIGHTERS'
ASSOCIATION**

**TERM: JULY 1, 2009 THRU
JUNE 30, 2010**

FIRE

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CALEXICO AND THE CALEXICO FIRE FIGHTERS ASSOCIATION

Term: July 1, 2009 - June 30, 2010

ARTICLE 1 - RECOGNITION AND STATUS OF AGREEMENT	1
Section 1 -Resignation	1
Section 2 -Ratification	1
Section 3 -Scope of Representation	1
Section 4 -Rules and Regulations	1
ARTICLE 2 - MANAGEMENT RIGHTS	2
ARTICLE 3 - EMPLOYEE AND ASSOCIATION RIGHTS	2
Section 1 -Negotiation Team	2
Section 2 -Bulletin Board	2
Section 3 -Meetings/Documentation	3
Section 4 -Discrimination	3
ARTICLE 4 - WORK SCHEDULE	3
Section 1 -Work Schedule	3
Section 2 -Rest Period	3
Section 3 -Staffing of Emergency Vehicles	3
ARTICLE 5 - COMPENSATION AND OVERTIME PAY	3
Section 1 -FLSA Work Period	3
Section 2 -Compensatory Time Off	3 -4
Section 3 -Call-Back Pay	4
Section 4 -Working Out of Classification	4
Section 5 -Clothing Allowance	4
Section 6 -Longevity Pay	4
Section 7 -Merit Raise System	4 -5
Section 8 -Promotion Within the Unit	5
Section 9 -Professional Development Program	5
Section 10 -EMT II/Paramedic Pay	6
Section 11 -Re-Certification of EMT II/Paramedics	6
Section 12 -Cost of Living Increases	6
Section 13 -Employees agree to work a furlough for FY 2009-10	6 -7
Section 14 -Out of County Pay	7
Section 15 -Hazmat Pay	7
ARTICLE 6 - RESIGNATION AND DISCIPLINE	7
Section 1 -Resignation	7
Section 2 -Disciplinary Action	7
Section 3 -Appeal of Disciplinary Action	7
Section 4 -Exit Interview	7 -8

ARTICLE 7 - GRIEVANCE PROCEDURE	8
Section 1 -Purposes	8
Section 2 -Policy	8
Section 3 -Definition	8 -9
Section 4 -Informal Grievance Procedure	9
Section 5 -Formal Grievance Procedure	9 -10
Section 6 -Time Limits	10 -11
ARTICLE 8 - HOLIDAYS	11
ARTICLE 9 - SICK LEAVE (SL)	11
Section 1 -SL-Regulations	11 -12
Section 2 -SL-Cash Compensation for Disability	12
Section 3 -SL-Cash Compensation Upon Separation from Employment	12
Section 4 -Light Duty	13
ARTICLE 10 - VACATION	13
Section 1 -Accrual	13
Section 2 -Scheduling	13
Section 3 -Accumulation	13
Section 4 -Separation from City	13
ARTICLE 11 - OTHER LEAVES	13
Section 1 -Unpaid Leave of Absence	13 -14
Section 2 -Military Leave	14
Section 3 -Leave Conversion Procedure	14
Section 4 -Bereavement Leave	14
ARTICLE 12 - HEALTH BENEFITS	14
Section 1 -Life Insurance	14
Section 2 -Group Medical/Dental/Vision Insurance	14 -15
Section 3 -Waived Health Insurance Benefit	15
Section 4 -Employee Cafeteria Plan	15
Section 5 - Employee Wellness Benefit	15 -16
Section 6 -Payroll Deductions	16
Section 7 -Retiree Health Plan	16 -17
Section 8 -Annual Physicals	17
Section 9 -Random Drug Testing for Safety Related Positions	17
ARTICLE 13 - RETIREMENT	18
Section 1 -Retirement	18
ARTICLE 14 - DUES	18
Section 1 -Payroll Deductions	18
Section 2 -Agency Shop	18
ARTICLE 15 - PROBATION	18
Section 1 -Probationary Period	18 -19
ARTICLE 16 - SAVINGS, ZIPPER & DURATION	20
Section 1 -Savings Clause	20
Section 2 -Zipper Clause	20
Section 3 -Term of MOU	20
CLASSIFICATION SCHEDULE	21

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CALEXICO
AND THE
CALEXICO FIRE FIGHTERS ASSOCIATION**

**T e r m :
July 1, 2009~~8~~ — June 30, 2010~~9~~**

This Memorandum of Understanding (MOU) is entered into by and between the Calexico Fire Fighters Association, International Association of Fire Fighters Local 1966 (Association) and the City of Calexico (City).

ARTICLE 1 — RECOGNITION AND STATUS OF AGREEMENT

Section 1 — Recognition: The City formally recognizes the Association as the exclusive bargaining agent for the bargaining unit composed of all persons employed full time for the City in the following classification: Firefighter, Engineer, Captain, and Fire Inspector.

Section 2 — Ratification: This MOU is of no force or effect until ratified and approved by the Association membership and by the City Council through a duly-adopted Resolution. Upon ratification, this MOU reflects the sole agreement of the parties thereto and supersedes all prior agreements whether written or oral. Prior to ratification of this MOU by both parties, the MOU previously in place will govern any matters.

Section 3 — Scope of Representation: The scope of representation is as set forth in City Council Resolution No. 2204, entitled: "Resolution of the City Council of the City of Calexico Pertaining to Employer-Employee Relations for the City of Calexico," dated 7/7/70.

Section 4 — Rules and Regulations: The Association agrees that all members of the bargaining unit shall comply in full with all Fire Department rules and regulations, including those relating to conduct and work performance, and the City's Personnel Rules and Regulations. The City agrees that all departmental rules and regulations which affect working conditions and performance shall be subject to the grievance procedure. During the 2005-2006 Fiscal Year, the bargaining unit shall assist the City in upgrading its Personnel Rules and Regulations. The bargaining unit shall assign a member to participate in a management-labor committee for the formulation of an amended set of City Rules and Regulation. No amendment to the Personnel Rules and Regulations shall amend or modify any provision found in this MOU.

ARTICLE 2— MANAGEMENT RIGHTS

The City retains all its exclusive rights and authority under State law, and expressly and exclusively retains its management rights, which include, but are not limited to:

The exclusive right to determine the mission of its constituent departments; set standards and levels of service; determine the procedures and standards of selection for employment and promotions; direct its employees; discharge, suspend, demote, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees in accordance with applicable law; establish and modify employee performance and productivity standards including, but not limited to quality and quantity standards, and to require compliance therewith; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; relieve its employees from duty because of lack of work, lack of funds, or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services should be made, purchased, or contracted for; determine the content and intent of job classifications; determine methods of financing; determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force; determine and change the number of locations and types of operations, processes and materials to be used in carrying out all City functions; assign work to employees; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

The City's exercise, through its City Council and management representatives, of its rights shall not in any way, directly or indirectly, be subject to the grievance procedure. The Association retains the right to grieve whether any particular action constitutes a "management right" as defined here. The Association retains its rights under the Meyers-Millas-Brown Act (MMBA) to request to meet and confer to the extent that the City's exercise of any of these management rights has a significant impact upon the scope of bargaining.

ARTICLE 3— EMPLOYEE AND ASSOCIATION RIGHTS

Section 1 — Negotiation Team: A maximum of three Association representatives shall be allowed time off for all scheduled meetings mutually set between City and Association.

Section 2 — Bulletin Board: The City agrees to furnish and maintain suitable bulletin board space in a convenient place within the Fire Department, ^{1/4} of which the Association may use to post notices and bulletins.

Section 3 — Meetings/Documentation: The City or the Association can call for a meeting within a reasonable amount of time. A strong effort shall be made to contact all members of the Negotiating Team about the time, date, and place of meetings. The City agrees to distribute one copy of the following documents to the Association: Agendas and Minutes of all City Council meetings, Preliminary City Budget (Fire Department Budget) and Final City Budget.

Section 4 — Discrimination: The City and the Association agree not to discriminate against any employee because of his/her activity, membership, or lack thereof in the Association. The City and the Association agree that there shall be no discrimination against any employee on the basis of race, color, religion, national origin, sex, age, sexual orientation, or disability.

ARTICLE 4— WORK SCHEDULES

Section 1 — Work Schedule: The 24-hour shift, three platoon system (A, B, & C) will be used and posted. Under this schedule, each bargaining unit member works an average of approximately 56 hours per week over a one-year period.

Section 2 — Rest Period: A 15-minute rest period is permitted in the morning and in the afternoon. When there is a need to maintain continuous service or to answer telephones, employees will develop a coordinated schedule to provide the necessary service without interruption.

Section 3 — Staffing of Emergency Vehicles:

Standard level of staff of frontline emergency firefighting vehicles shall be with a minimum staffing of (3) personnel consisting of one (1) Captain, one (1) Engineer, and one (1) Firefighter.

Standard level of staffing of frontline emergency medical vehicles shall be with a minimum staffing of two (2) personnel consisting of one (1) paramedic and one (1) EMT.

ARTICLE 5— COMPENSATION AND OVERTIME PAY

Section 1 — FLSA Work Period: The FLSA 207(k) work period is 212 hours in 28 days. Paid leave does not count for purposes of calculating when overtime is due. The starting time and date for each work period will be posted in the Fire Department. Hours worked over 212 in a 28-day cycle shall be compensated at 1.5 times the employee's regular hourly rate of pay.

Section 2 — Compensatory Time Off: The City may compensate bargaining unit members with 480 hours of compensatory time off (CTO), in lieu of cash overtime, at the employee's election, at a rate of 1.5 hours for each hour worked over 212 in the 28-day work cycle. Once a unit member accrues 480 hours of CTO, the City shall pay

overtime compensation in cash. The City shall not unreasonably deny a bargaining unit member the use of CTO.

Section 3 — Call-Back Pay: A bargaining unit member who has been released from duty and has left the work premises shall, if he/she is called back to duty, be paid a minimum of 2 hours. If the actual time traveling to and working a call-back to duty exceeds 2 hours and 30 seconds, the employee is entitled to receive pay for actual time to the half hour. Call-back pay as described in this section is paid at a 1.5 time rate. Travel time shall be compensated accordingly only if travel time is within County of Imperial.

Section 4 — Working Out of Classification: Any bargaining unit member who is required to accept or is assigned the responsibility and duties of a position or rank above that which he/she normally holds, shall be paid at the rate of the higher position or rank during the time he/she is required to perform in the higher position or rank.

Section 5 — Clothing Allowance: The City agrees to furnish \$1500.00 including boots per year to each employee as clothing allowance. The City will provide the full allowance in a separate check on a date between July 1-14. Allowance is issued for purposes of complying with the Fire Department's Standard Operating Guidelines. In addition, each unit member (except the Fire Inspector) will be entitled to reimbursement upon submittal to the Department of a receipt for the cost of purchase incurred by the unit member for a pair of Wildland boots, not to exceed \$300. This is a one-time reimbursement to each unit member, applicable to purchase following ratification of this Agreement. Any unit member hired into the bargaining unit (except for a Fire Inspector) is eligible for the same one-time reimbursement for a purchase made during the term of this Agreement.

Section 6 — Longevity Pay: Bargaining unit members are entitled to longevity pay according to the following schedule: \$25.00 per month for 5 to 9 years of continuous service; \$40.00 per month for 10 to 14 years of continuous service; \$60.00 a month for 15 to 19 years of continuous service; \$80.00 for 20 to 24 years of continuous service; \$100.00 a month for 25 years and over of continuous service. This benefit is deleted as to all employees hired on or after January 1, 2002. All existing employees shall be entitled to receive longevity pay until their employment with the City of Calexico is terminated.

Section 7 — Merit Raise System: The salary shown as Step 1 in the City Council's annual salary resolution for a particular classification shall be the normal entering salary for all positions within that classification. Advancement to Step 2 shall be made only after at least six months of service in Step 1 and only after receiving a grade of at least 70% on a standardized test regarding: a) practical — operations of trucks and equipment; b) written — Fire Department duties and fire knowledge; and c) map — locations of streets, etc. The merit increase due at Step 2 shall be postponed and given to the employee after completion of the employee's probation period. Employee shall be placed at Step 3 after successfully completing

probationary period and only after receiving a grade of at least 70% on a standardized test regarding the areas described above. The employee shall receive 10% (Step 2 and Step 3 combined) upon completion of probationary period. Advancement to Steps 4 and 5 shall be made only after at least one year of continuous service in the previous lower step and after receiving a grade of at least 70% on the standardized test. Advancement to Step 6 shall be after 5 years of service at Step 5.

Section 8 — Promotion Within the Unit: In case of promotion to another classification within the bargaining unit, the City shall give a compensation increase of not less than 5%. An employee who has attained Step 6 in his/her current grade prior to the promotion, shall be returned to Step 6 upon completion of his/her probationary period in the new classification.

Section 9 — Professional Development Program: For bargaining unit members who were hired prior to January 1, 2006, the member not on initial hire probation shall be paid for all college degrees earned from an accredited institution of higher education, pursuant to the following non-cumulative education incentive pay (an employee transferring from another City department shall be considered an initial hire for the purposes of this section):

- A. A salary increase of 5% upon completion of an AA or AS degree with a grade of "C" or better (but no unit member will receive more than one salary increase under this provision);
- B. A salary increase of 10% upon completion of a BA or BS degree or an (but no unit member will receive more than one salary increase under this provision).

This provision will apply only to unit members hired prior to January 1, 2006. However any unit member receiving a stipend for college units (either 2.5, 5 or 7.5 percent), under an MOU effective prior to October 1, 2002, will continue to receive that stipend during his/her employment in the bargaining unit, until he/she qualifies for a higher stipend under this provision. A unit member receiving 5% stipend for units under a former MOU will, upon qualifying for an AA or AS degree stipend, receive only one such stipend, as all stipends are non-cumulative. All unit members hired on or after January 1, 2006 shall not receive any benefits under this Section.

Under this Professional Development Program, eligibility for the above-described stipends and salary increases are subject to the following conditions: (1) The employees interested in career advancement shall submit a request describing the educational opportunities to their department heads for review and consideration. The request must be job related and specific to the employee's position and department. (2) If the department head finds that the educational opportunity or degree obtained is specific to the employee's position with the City, then the department head will grant the applicable stipend or salary increase.

Section 10 — EMT II/Paramedic Pay: Certified EMT IIs and certified Advanced EMTs receive an additional 5% of base pay. A certified paramedic receives an additional 7.5% of base pay. No bargaining unit member may receive both incentive pays at a time. The City agrees to conduct a market study of certified paramedic incentive pays, and discuss a comparable rate adjustment, if any.

Effective January 1, 2002, employees may not use this incentive for credit towards the unit based education incentive pay. All existing employees who have already received this credit shall be grandfathered in.

Section 11 — Re-Certification of EMT II/Paramedics: City agrees to pay \$200 for re-certification of all EMT II/Paramedics. The department shall pay all costs associated with maintaining EMS Certifications. Bargaining unit members who the Fire Chief requires to attend skill-improvement classes shall be compensated for all expenses.

Section 12 — Cost of Living Increases: No cost of living salary adjustment shall be provided for the duration of the term of this MOU.

~~Section 13 — Employees agree to a work furlough for fiscal year, effective July 1, 2008. The work furlough is equivalent to one (1) pay period. A pay period is defined as 1/26th of the employee's annual salary, including any regular specialty pay. An amount equivalent to one pay period will be deducted from each employee's salary in fiscal year 2008-2009. Employees agree to a work furlough for fiscal year 2009-2010, effective July 1, 2009, in the amount of 8 (24 hour) work days. An amount equivalent to 8 (24 hour) work days of pay will be deducted from each employee's salary in fiscal year 2009-2010. The furlough hours shall remain in a furlough leave balance account for each employee, which must be used during fiscal year 2009-2010, according to subsections (A) through (E) below. Employees will be able to use the furlough days, as days off of work, up until June 30, 2010. Work furlough is subject to the following rules:~~

A. Employees' regular paycheck shall be reduced by an amount equal to the total dollar amount of furlough divided by the number of pay periods remaining in the fiscal year.

B. The use of furlough hours must be pre-approved by employee's immediate supervisor. In cases where approvals relating to which employee within a particular classification will work during the furlough period, seniority shall not be the sole determining factor. Consideration shall also be given to employee preferences, equity, and needs of the employee's Department and the City. Employees will not be denied use of furlough leave for arbitrary or capricious reasons. The City will have a legitimate business need to deny an employee's request for furlough leave.

C. Furlough hours will be prorated for new hires, terminating employees, and employees who have an established schedule of three-quarter (3/4) time or less.

D. Employees scheduled to be off during a furlough period, who are called in to work due to operational necessity, shall have the option of having the appropriate number of hours of furlough leave credited to their furlough leave bank or receiving overtime compensation for the actual hours worked.

E. In consideration of participation in the work furlough program described herein, each bargaining unit member shall be awarded one floating holiday in fiscal year 2009-2010. This floating holiday shall be awarded in fiscal year 2009-2010 solely on the condition that bargaining unit members participate in the work furlough program as described herein. The floating holiday must be used during fiscal year 2009-2010.

A.

Section 14- Out of County Pay-- Any bargaining unit member who is required to accept or is assigned work out of the County, shall be paid at the rate of 1.5 hours for each hour worked.

Section 15- Hazmat Pay-- Any bargaining unit member who is an active Hazardous Emergency Response Team ("HEAT") member trained to the Technician or Specialist level ~~part of the Hazmat Team~~ shall receive an additional 2.5% of base pay.

ARTICLE 6 — RESIGNATION AND DISCIPLINE

Section 1 — Resignation: A bargaining unit member may voluntarily separate from City employment. A month's notice of intended separation is desired so that management may have sufficient time to obtain a necessary replacement, and a minimum of 2 full weeks is strongly recommended.

Section 2 — Disciplinary Action: The Fire Chief may discipline any bargaining unit member, for just and valid cause. However, due and careful consideration will be given to all facts surrounding the reason for discipline before the final action is taken. A bargaining unit member shall receive written pre-disciplinary notice regarding the facts and charges in any proposed disciplinary action that involves a loss of pay.

Section 3 — Appeal of Disciplinary Action: A bargaining unit member has the right to appeal discipline that involves a loss of pay to the Personnel Commission pursuant to Municipal Code Chapter 2.20. A final, written notice of discipline will inform or remind the bargaining unit member of this right.

Section 4 — Exit Interview: The Fire Chief will schedule an exit interview, with adequate lead time, with any bargaining unit member who is separating from City service. Any bargaining unit member leaving City employment under any

circumstances must clear his or her records through out-processing with the Finance Officers before the final pay check can be issued. Bargaining unit members shall return all equipment issued by the Fire Department and/or City of Calexico before the final pay check can be issued.

ARTICLE 7— GRIEVANCE PROCEDURE

Section 1 — Purposes: To provide the means for employees, recognized employee organizations, and management to resolve grievances in an orderly manner within a reasonable time period. To administer employer-employee relations through uniform and orderly methods of communication between employees and management.

Section 2 — Policy:

- A. Any bargaining unit member has the right to file a grievance without fear, intimidation, or coercion from any party;
- B. Any bargaining unit member may represent him/herself or select whomever he/she wishes to represent him/her at any or all steps in the grievance procedure;
- C. Grievances may be initiated by the employee, or the Association on the employee's behalf or on behalf of the Association;
- D. The bargaining unit member's or Association's first contact regarding job and working conditions is with the immediate supervisor and the supervisor shall attempt to settle grievances informally at that level;
- E. The immediate supervisor is responsible for informing employees about job requirements, personnel policies; and the work unit's relationship to the division, department and the City as a whole;
- F. A grievant may attend a grievance meeting with a supervisor on his/her own behalf without loss of pay. One representative, who the grievant selects, may represent him/her at such grievance meeting without loss of pay.

Section 3 — Definitions: A grievance is a claim, charge or dispute involving the following:

- A. The interpretation or application of any City rules, regulations, ordinance, resolution affecting an employee's wages,

hours or conditions of work; or

- B. The interpretation or application of the provisions of this MOU.
- C. Notwithstanding any of the above, a grievance does not include any challenge to a disciplinary action.

Section 4 — Informal Grievance Procedure: The informal complaint procedure must be used before the formal grievance procedure. The grievant shall discuss his/her complaint with his/her immediate supervisor no later than 10 days after the occurrence of the incident causing the grievance. If the immediate supervisor fails to reply within 5 working days, or the grievant determines he/she is not satisfied with any decision within 5 working days after receiving it, the grievant may utilize the formal grievance procedure.

Section 5 — Formal Grievance Procedure:

- A. The formal grievance procedure shall be initiated not later than 10 business days after the discussion with the immediate supervisor in the informal procedure.
- B. The formal grievance shall be initiated by the filing of a written grievance, within the time period set forth above, on a form provided for this purpose. The form shall contain:
 - 1. Name of Grievant
 - 2. Class Title
 - 3. Department
 - 4. Grievant's mailing address
 - 5. A clear statement of the nature of the grievance citing applicable ordinance, rules, regulations or action
 - 6. The date upon which such grievance occurred
 - 7. The action taken as a result of the informal complaint procedure
 - 8. A proposed solution to the grievance
 - 9. Date of execution of the grievance form
 - 10. Signature of the grievant
 - 11. The name of the organization or individual, if any, representing the grievant, followed by the signature of said organization or individual.
- C. The following steps are to be used to resolve the formal grievance:

- Step 1. The written grievance shall be filed and presented to the second-level supervisor, who shall investigate the grievance and shall confer with the grievant, his/her representative, and any other employee or employees in an attempt to resolve the grievance. Within 10 business days after the written grievance is first submitted to second-level supervisor, said second-level supervisor shall make and file a decision in writing with the grievant, his/her representative and the Human Resources Department, personnel department.
- Step 2. If the dispute is not solved in Step 1, grievant may request in writing, within not more than 5 business days from the receipt of the supervisor's response, that the Fire Chief review and respond to the grievance. A copy of said request shall be sent to the Human Resources Department. Within 10 business days after the written grievance is first submitted to the Fire Chief, the Fire Chief shall make and file a decision in writing with the grievant, his/her representative, and the Human Resources Department.
- Step 3. If the Fire Chief does not resolve the grievance to the satisfaction of the grievant, the grievant may, within not more than 5 business days from receipt of the Fire Chief's decision, request in writing that the City Manager or his/her designee consider the grievance. A copy of the request filed by the grievant shall be submitted to the Human Resources Department.
- A) Within 10 business days after such request, the City manager or designee shall investigate the grievance, confer with the persons affected and the grievant's representative, and render a decision in writing to the grievant, his/her representative, and the Personnel department.
- b) The City Manager's or designee's decision shall be final and shall not be appealed.

Section 6 — Time Limits:

- A. The time limits of each step may be extended by mutual consent of the parties. The duration of the extension shall be in writing and signed by both parties involved at the step to be extended.
- B. If any grievance is not appealed within the stated time limits, or extensions of any of the above steps, the grievance shall be considered conclusively settled on the basis of the last disposition by appropriate authority. No further City appeal or review is available.

- C. If a supervisor or other appropriate authority fails to furnish a response within the required time limits, or extensions, of any of the above steps, the employee or Association may proceed with the grievance at the next appropriate step.

ARTICLE 8— HOLIDAYS

Authorized holidays are as follows and, except where the best interests of the City so require, municipal offices shall be closed on such days:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
Washington's Birthday	Christmas Day
Memorial Day	Birthday
Independence Day	Admissions Day
Labor Day	Floating Holiday
Veteran's Day	Cesar Chavez Day

For non-shift Firefighters, if a holiday falls on a Sunday, the following Monday shall be considered a holiday. If a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Exception to this rule is the Fire Department shift personnel, for whom the holiday is only honored on the actual calendar day. Temporary, seasonal shall not receive leave of absence pay for holidays. Persons employed on a permanent part-time basis, shall be entitled to receive holiday pay at one-half the regular rate. For time exchanges on Holidays, the compensation will be between the individuals involved without the responsibility to the City. The overtime will be paid to the person scheduled to work.

ARTICLE 9— SICK LEAVE

Section 1 — Sick Leave Regulations:

- A. Every bargaining unit member who has been continuously employed by the City for 180 days, except temporary, seasonal or part-time employees, shall receive 1 working day of sick leave with pay for each full month of employment or major portion thereof.
- B. Sick leave credit may be accumulated without limitation.
- C. A bargaining unit member on a 24-hour shift schedule may use: 1) sick leave for his or her own actual illness or injury; 2) up to 72 hours of sick leave per year to attend to the illness of the employee's child, spouse or parent; and 3) up to 5 days of sick leave in the event of death of any relative of the first degree by blood or marriage.

- D. If sick leave for illness or injury exceeds three consecutive working days, the employee, prior to returning to work, shall submit a statement from physician, surgeon or other person practicing a recognized healing art that has been certified by the State of California. The statement shall certify that the employee's physical or mental condition prevented him/her from performing the duties of his/her position during the period of absence. The physician statement requirement described here also applies to a bargaining unit member who takes sick leave of more than three consecutive working days to attend to the illness of the member's child, spouse or parent.
- E. The Fire Chief shall approve the use of all sick leave.
- F. Bargaining unit members employed on a permanent part-time basis, shall receive sick leave benefits at one-half the regular rate.
- G. If an employee sustains an illness or injury in the course of City employment, he/she shall receive full pay for the waiting period following such disability as defined by state law. Such compensation shall not be deducted from the employee's sick leave credit.
- H. A bargaining unit member may use up to 72 of sick leave to attend a family emergency.
- I. Sick leave shall not be used for donation of time to other employees.
- J. City agrees to meet and confer with the Bargaining Unit to establish a "Catastrophic Sick Leave" Policy on a citywide basis during the 2006-2007 Fiscal Year.

Section 2 — Sick Leave- Cash Compensation for Disability: When an employee incurs an on-the-job disability, he/she may request and receive cash compensation in lieu of sick leave to make up the difference between the employee's net salary and the amount he/she receives in state compensation insurance benefits while disabled.

Section 3 — Sick Leave- Cash Compensation upon Separation from Employment: Upon separation from City employment, cash compensation shall be paid for accumulated sick leave as follows:

- A. Every bargaining unit member who has 20 to 39 days of accumulated sick leave shall receive one month full pay.

Section 4 — Light Duty: A bargaining unit member requesting temporary light duty must provide the Fire Chief a written statement from a physician stating the work limitations and the length of time the work limitations are to be in effect. The Fire Chief will assess each request in light of the limitations at issue pursuant to the City's Return to Work Policy, and confer with the Human Resources Director, to review, the needs of the department, and state and federal laws.

ARTICLE 10— VACATION

Section 1 — Accrual: Vacation for full-time bargaining unit members on 24-hour shifts shall accrue at the following rate per Calexico Municipal Code section 2.40.090:

Length of Continuous Employment	Accrual
6 months	1/2 calendar shift per month
1 year to 5 years	7 calendar shifts per year
6 years to 10 years	8 calendar shifts per year
11 years to 15 years	9 calendar shifts per year
16 years or more	11 calendar shifts per year

Section 2 — Scheduling: The Fire Chief schedules and approves vacation leave.

Section 3 — Accumulation: Effective January 1, 2002, a bargaining unit member ceases to earn vacation time once he/she accumulates the total number of hours/shifts that the/she can earn in his/her years of service. The total number of hours that can be earned by a member is based on each member's length of continuous employment with the City. Accumulation limits shall be enforced at the following amounts;

1 year to 5 years	504.00 hours (7 shifts x 24 hrs x 3 years)
6 years to 10 years	576.00 hours (8 shifts x 24 hrs x 3 years)
11 years to 15 years	648.00 hours (9 shifts x 24 hrs x 3 years)
16 years or more	792.00 hours (11 shifts x 24 hrs x 3 years)

Section 4 — Separation from City: Upon separation from City employment, compensation shall be paid for vacation leave that has been earned but not taken.

ARTICLE 11 — OTHER LEAVES

Section 1 — Unpaid Leave of Absence: A bargaining unit member may be allowed a leave of absence without pay for up to 90 days upon the member's written request, and

the recommendation of the Fire Chief and the approval of the City Manager. While on unpaid leave, a bargaining unit member does not earn vacation, holiday, or sick leave.

Section 2 — Military Leave: Military leave shall be granted in accordance with the provisions of state law. Every employee entitled to receive the benefits of military leave shall give the Fire Chief the opportunity, within the limits of military necessity, to determine when such leave shall be taken.

Section 3 — Leave Conversion Procedure: Twenty-four hour employees reassigned to a 40-hour basis, or vice versa, shall have accrued leave converted on the following basis:

- A. To determine equivalent hours for new 24-hour employees, multiply hours times a conversion factor of 1.4.
- B. To determine equivalent leave hours for new 40-hour employees, multiply leave hours times a conversion factor of .07143.

Section 4 — Bereavement Leave: The City agrees to grant three (3) paid days for bereavement leave following the death of the following relatives of an employee:

Father (includes step-father)	Father-in-law
Mother (includes step-mother)	Mother-in-law
Sister	Sister-in-law
Brother	Brother-in-law
Wife	Husband
Son (includes step-son)	Daughter (includes step-daughter)
Grandfather	Grandmother
Son-in-law	Daughter-in-law
Grandchildren	Aunt
Uncle	Cousin

An employee shall be excused from work by the City, upon the employee's request, for an additional two days following the death of a relative as defined herein, on the condition that the employee uses existing vacation leave, sick leave, or other accrued leave time.

ARTICLE 12— HEALTH BENEFITS

Section 1 — Life Insurance: The city shall provide \$50,000 in life insurance coverage and \$50,000 for accidental death and dismemberment for each bargaining unit member. The City will also provide life insurance in the amount of \$2,500 for each of each bargaining unit member's dependents.

Section 2 — Group Medical/Dental/Vision Insurance: The City agrees to

contribute up to the following amounts per month toward medical, dental, and vision insurance coverage during the term of this agreement.

Family	\$	\$827.00
Single	\$	\$361.00

The City and the Union agree that the City's Health Plan will no longer cover lifestyle (not medically necessary) prescription drugs.

Effective October 1, 2009, the City agrees to pay 100% of the increased cost of the employee medical premiums during Fiscal Year 09-10 for the Option 3 health insurance plan.

~~The City and the Union agree to a change in the City's Health Plan. The City agrees to pay the full costs of the increased medical expenses between July 1, 2008 and March 3, 2009, for the insurance plan that is selected. The bargaining unit member agrees to pay half of the increased cost of the medical care expenses from March 3, 2009 to June 30, 2009 for the insurance plan that is selected.~~

Section 3 — Waived Health Insurance Benefit: The City provides a health allowance for those employees who opt out of the health insurance coverage for the following reasons: 1) employee's spouse has a more attractive benefit package through the spouse's employer; and/or 2) employee is married to another City employee. The monthly health allowance is \$385.10 for family and \$182.24 for single. Employees may use the health allowance to enhance their dental program or to purchase additional supplemental coverage through contracted medical providers with the City. Employees will have an opportunity to change their coverage during open enrollment.

Section 4- Employee Cafeteria Plan- The City will offer a flexible benefit plan also known as a "cafeteria" plan available to employees based on the concept of employee choice. Under this plan, employees have the opportunity to individually select the type of benefits and the level of coverage desired from a menu of options offered by the City during the annual open enrollment period.

The City's cafeteria plan will offer pre-tax and after-tax options and is not subject to ERISA.

Effective on the date of ratification and approval of this MOU, as defined by Article 1, section 2 herein, the only permitted choices of benefits for employees authorized under the Employee Cafeteria Plan are benefits from those providers, which have a contractual relationship with the City.

Open Enrollment Period: The City will allow an annual open enrollment period of not less than 30 days for employees prior to the start of the plan year for the next fiscal year, so that employees can choose benefits from the cafeteria plan.

~~**Section 5- Employee Wellness Benefit-** The City shall provide each employee with a~~

~~\$200.00 wellness benefit per year, which is separate from the medical cap as set forth in Article 12, Section 2, but can be used in addition to the amount specified in Article 12, Section 2. Employees may use this \$200.00 amount to purchase wellness programs from the cafeteria plan. The wellness benefit may also be used to offset any medical, dental, or vision premiums. The employee shall not be entitled to a cash pay out of the \$200.00 benefit. If the employee does not utilize all or any of the \$200.00 wellness benefit during the plan year, the employee will lose the unused amount. The \$200.00 wellness benefit does not cumulate from year to year.~~

Section 5- Employee Wellness Benefit: Effective September 1, 2009, the City shall no longer provide the wellness benefit.

Section 6 – Payroll Deductions: If an employee requests that the City make a payroll deduction to allow for payment of a service or benefit through a non-medical and/or non-contracted provider with the City, a biweekly processing fee of \$5.00 will be added by the City to pay for the processing of the payroll deduction and payment. This \$5.00 processing fee shall not apply to payroll deductions for union dues.

Section 7 – Retiree Health Plan:

- A. The Retiree Health Plan Policy adopted by the City Council in May 18, 1993 outlines the criteria for the retiree health for those hired on or after May 18, 1993.
- B. Post-1993 Retiree Health Coverage: Any employee hired on or after May 18, 1993 shall pay a medical contribution based on the current cost of the City's health plan and upon the years of City service upon their retirement from City service. The medical coverage will cap at age 65.
- C. Pre-1993 Retiree Health Coverage: For those employees who were hired before May 18, 1993 and who elect to continue coverage with the City's health plan upon their retirement from City service, they shall be entitled to lifetime medical coverage. Cost of the coverage shall be \$120.00 a month. At age 65, the City's health plan shall become secondary and Medicare shall be primary, and all claims shall be adjudicated accordingly. Any eligible employee, hired before May 18, 1993, who retires from City service after July 1, 2008, shall have the option of either selecting Pre-1993 Retiree Health Coverage, as described herein, or, in the alternative, if the employee chooses, the employee may elect the Post-1993 Retiree Health Coverage.
- D. Employees who are hired after July 1, 2008 shall not be entitled to medical insurance coverage when they retire from City service.
- E. Any employee who separates from City service shall be provided with COBRA notification by the City's Third Party Administrator. The

City's Third Party Administrator shall handle the processing and collecting of retiree health contributions.

- F. Any retiree who is three (3) months delinquent from paying retiree health contributions shall be removed from the retiree medical coverage. Any retiree removed from the health plan for non-payment shall not be allowed to re-enroll in the health program. Any retiree who is removed from the health plan for non-payment shall be provided with COBRA notification by the City's third party administrator.

Section 8 — Annual Physicals: All full-time permanent bargaining unit members shall have mandatory physicals on an annual basis from a list of three (3) physicians provided by the City. Medical determination shall be given as "fit" or "not fit".

Each "not fit" determination will be reviewed independently, and ample consideration will be provided based upon applicable City rules and regulations, state and federal guidelines governing worker's compensation, ADA, and Fire Fighters SDF. Nothing in this section conflicts with the City's right to require a physical, or mental, fitness determination whenever the City has reasonable cause to require same.

The City will provide each bargaining unit member an annual respiratory fitness exam. Such exam shall be conducted in the month of the employee's birth date falls.

Section 9— Random Drug Testing for Safety Related Positions: Bargaining unit members shall be placed in the random pool for drug/alcohol testing to be conducted by the City of Calexico at the employer's expense. Positive results shall be administered according to the City of Calexico's Drug/Alcohol policy. In the event of a positive result on a random drug test (first time), if not associated with other grounds for discipline, the unit member will be provided the opportunity to enter into a "last chance" agreement which includes (but is not limited to) successful completion of a rehabilitation program approved by the City.

Effective immediately, random drug testing guidelines will be as follows:

1. Random testing will be conducted every other month;
2. 25% of Department population will be tested randomly as indicated in the Drug/Alcohol policy;
3. If selected employee is off duty, he/she will not be required to submit a test sample;
4. Only on duty personnel shall be tested when selected randomly.

ARTICLE 13— RETIREMENT

Section 1 — Retirement: The City will continue to contract with PERS for the 2% at age 50 retirement plan subject to the provisions of this section. The City will continue to pay the first 9% of the employee's contribution. The PERS retirement plan shall remain at 2% at 50 during the term of this MOU. However, in recognition that the Association indicated that the retirement benefit is the Association's top priority, the City agrees to continue discussions regarding a different retirement plan with the Association during the negotiations for fiscal year 2009-2010. The City seeks to continue meaningful negotiations on this issue during the fiscal year 2009-2010 negotiations after it obtains the updated cost information from PERS. Before commencement of the fiscal year 2009-2010 negotiations, the City will obtain an updated contract amendment request for cost information and obtain a cost analysis from PERS. The City remains committed to offering quality benefits for its personnel while maintaining a balanced City budget.

ARTICLE 14— DUES

Section 1 — Payroll Deductions: The City agrees to deduct union dues each pay period from the pay of those Association members who individually request in writing, that such deductions be made. The City shall remit the money's deducted each pay period to the Treasurer of the Association.

Section 2 — Agency Shop: Unit members who choose not to join the Association shall be required to pay the fair cost of representation as a condition to continued employment. It is agreed that this amount is identified as 75% of Association dues. This amount shall be deducted bi-weekly and remitted to the Association. Unit members who are not Association members may submit a written request to the Association President to have his/her agency fee distributed to one of the following charities:

1. Calexico Pop Warner
2. Calexico Little League
3. Catholic Community Services

ARTICLE 15— PROBATION

- A. Probationary period will permit both the supervisor and the employee to become acquainted and to determine the adaptability and fitness of the employee to the assigned work. The probationary period for all Firefighters will be for one year.
- B. Employees transferring from one department to another will be subject to the

probationary period of one year.

- C. All probation periods will be inventoried every 30 days for the first 90 days, at the end of six months, and annually thereafter.
- D. An evaluation assessment will be completed on an as needed basis to try and assist all probationary employees who are not performing to the expected standard. Probationary employees may be terminated after the second inventory assessment if they continue to fail to perform at the expected standard.
- E. Bargaining unit members will serve a probationary period of twelve (12) months for all promotional selections in the department. Failure to pass probationary will result in "bumping" rights back to the former position in the department.


ARTICLE 16— SAVINGS, ZIPPER, DURATION

Section 1 — Savings Clause: If any provision of this MOU or the application of such provision should be rendered invalid by existing or subsequently enacted legislation, the remaining portion shall remain in full force and effect, and the City and the Association shall meet and confer to address any impact that the legislation has on the terms and conditions of employment.

Section 2 — Zipper Clause: This MOU sets forth the full and entire understanding of the parties regarding matters set forth herein, and any and all prior or existing MOU's understandings, or agreements that conflict with the matters set forth herein, whether formal or informal, are hereby superceded and terminated in their entirety. Existing policies, rules, ordinances and resolutions that do not conflict with the matters set forth herein remain in effect. There will be no change in any matter covered by this MOU and health benefits without the mutual consent of the parties. There will be no change in any matter within the scope of representation without notice or negotiations as required by state law. Nothing in this paragraph will abrogate or diminish the City's rights under the Management Rights article of this MOU. It is the intent of the parties that this MOU be administered and observed in good faith.

Section 3 — Term of MOU: The term of this MOU shall be July 1, 2009⁸, through June 30, 201⁰₉₉. No economic provisions approved by the City Council on the date this MOU is adopted by City Council Resolution shall apply retroactively, except where specifically stated herein.

**CALEXICO FIREFIGHTERS ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1966**

 09/29/09
President Date

 09-29-09
Vice President Date

CITY OF CALEXICO

City Manager Date

Mayor Date

**CITY OF CALEXICO
FIREFIGHTERS' ASSOCIATION
CLASSIFICATION SCHEDULE**

CODE	CLASSIFICATION	UNIT	RANGE
00280	Fire Captain	F	95
00310	Fire Marshall	F	95
00320	Firefighter	F	84
00330	Fire Engineer	F	87